

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**"), dated as of July 8, 2010, is entered into by and between Image Guided Pain Management, P. C., a Virginia professional corporation ("**Covered Entity**"), and InSight Health Corp. on behalf of itself and all its subsidiaries and affiliates (collectively, the "**Business Associate(s)**"), (each a "**Party**" and collectively the "**Parties**").

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions.

- a. **HIPAA** shall refer to the federal privacy and security regulations at 45 C.F.R. parts 160 and 164. All capitalized terms used herein that are not otherwise defined shall have the meanings described in HIPAA.
- b. **Privacy Rule** shall mean the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- c. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

2. Obligations of Business Associate. Business Associate, except as is expressly permitted and necessary to perform its obligations under any existing contracts and any contract it may enter with Covered Entity (the "**Underlying Contracts**") or as otherwise specified herein, shall comply with the Privacy Rule and the Security Rule and shall not use or disclose Protected Health Information ("**PHI**") obtained from Covered Entity. Nothing in this Agreement shall prohibit Business Associate's disclosure to Covered Entity of PHI received from or created or received on behalf of Covered Entity. With regard to its use and/or disclosure of PHI obtained from Covered Entity, Business Associate agrees:

- a. **Prohibition on Unauthorized Health Information Use or Disclosure.** Business Associate will neither use nor disclose any PHI received by Business Associate from Covered Entity for fundraising or marketing purposes or for other purposes, except as permitted or required by this Agreement. Business Associate may use PHI in the proper management and administration of Business Associate's business, to carry out its legal responsibilities as permitted under HIPAA, or for Data Aggregation purposes for the Health Care Operations of Covered Entity. Business Associate will not use or further disclose PHI received by Business Associate from Covered Entity in a manner that would violate the requirements of HIPAA.

- b. Health Information Safeguards. Business Associate will comply with the documentation requirements of the Security Rule and will use appropriate safeguards to prevent the use or disclosure of PHI received by Business Associate from Covered Entity, other than as permitted or required by this Agreement.
- c. Subcontractors and Agents. Business Associate will ensure that any agents, including subcontractors, to whom it provides PHI received by Business Associate from Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate under this Agreement with respect to such information and, if required, implement the safeguards required by paragraph b above with respect to Electronic PHI.
- d. Access to Health Information by Individuals. To the extent applicable, Business Associate will make available PHI received by Business Associate from Covered Entity, and which is maintained by Business Associate and in Business Associate's custody or control in accordance with, and to the extent required by, HIPAA. Business Associate shall notify Covered Entity of any proposed disclosure of PHI to any third party and the reason such disclosure is permitted. If Covered Entity objects to such disclosure, Business Associate shall not disclose such PHI until Covered Entity agrees such disclosure is appropriate.
- e. Accounting to Department of Health and Human Services ("HHS"). At the request of HHS or Covered Entity, Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI received by Business Associates from Covered Entity, available to HHS for the purpose of determining Covered Entity's compliance with HIPAA. Business Associate will promptly notify Covered Entity of any request made by HHS hereunder.
- f. Amendment of PHI. To the extent applicable, Business Associate will, within 10 days of receipt of notice from Covered Entity, make available PHI received by Business Associate from Covered Entity, and which is maintained by Business Associate and in Business Associate's custody or control, and incorporate any amendments to such PHI in accordance with, and to the extent required by HIPAA.
- g. Accounting of Disclosures. To the extent applicable and as required, Business Associate will, within 10 days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity and necessary to enable the Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with HIPAA.
- h. Reporting of Unauthorized Use or Disclosure. To the extent required under HIPAA, Business Associate will promptly notify Covered Entity in writing of any use or disclosure of PHI received by Business Associate from Covered Entity which is not authorized or permitted by this Agreement.
- i. Obligations Upon Termination of Agreement. Upon the termination or expiration of this Agreement for any reason, Business Associate shall at Company's expense, if feasible, return or destroy all PHI received by Business Associate from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, Business Associate shall notify Covered Entity in writing detailing the reason

such destruction or return of PHI is infeasible and the protections of this Agreement shall be extended to such PHI and any further use and disclosure of such PHI shall be limited to those purposes that make the return or destruction of the information infeasible. Business Associate's obligations to protect PHI received by Business Associate from Covered Entity shall survive the termination of this Agreement for any reason. If Covered Entity elects to have such PHI destroyed, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed. Notwithstanding anything to the contrary, the storage or maintenance of any PHI with third parties after the termination of this Agreement shall be the responsibility of Covered Entity and not Business Associate.

- j. Indemnification. Business Associate will defend and indemnify Covered Entity from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorney's fees) based on or arising out of the alleged or actual improper use or disclosure of PHI by Business Associate.

3. Effect of Changes of HIPAA Privacy Regulation. The terms of this Agreement have been included based solely on the understanding by the Parties that they are required by HIPAA. To the extent that any relevant provision of HIPAA is later eliminated or held to be invalid by a court of competent jurisdiction, the corresponding term or terms in this Agreement shall be deemed of no force and effect for any purpose and severable from the other remaining terms of this Agreement. To the extent that any relevant provision of HIPAA is materially amended in a manner that changes the obligations of business associates or covered entities that are embodied in term(s) of this Agreement, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to such revised obligations. In addition, the terms of this Agreement should be construed in light of any interpretation and/or guidance on HIPAA issued by HHS from time to time.

4. Term and Termination. This Agreement shall become effective on July 8, 2010 and shall continue in effect until terminated as provided herein. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. In such event, non-breaching party may terminate this Agreement and any Underlying Contracts, if breaching party fails to cure such breach within 30 days after receipt of written notice. Either party may terminate this Agreement without cause immediately on written notice if there is no Underlying Contract that requires use of PHI by Business Associate then in effect between the parties.

5. Entire Agreement; Amendment and Waiver. This Agreement and the Underlying Contracts contain the full and complete expression of the rights and obligations of the parties regarding the subject matter hereof and it shall supersede all other agreements, written or oral, heretofore made by the parties regarding the subject matter hereof. This Agreement may be modified only in writing, executed by both parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not be construed to be a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. Nothing express or implied in this Agreement is intended to or shall confer upon any person other than the Parties and their respective successors and assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COVERED ENTITY:

BUSINESS ASSOCIATE:

Image Guided Pain Management, P. C.

InSight Health Corp.

By: [Signature] MD
Name: Robert F. O'Brien MD
Title: President

By: _____
Name: _____
Title: _____

1/22/10

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
date first above written.

COVERED ENTITY:

BUSINESS ASSOCIATE:

Image Guided Pain Management, P.C.

InSight Health Corp.

By: _____

By: _____

Name: _____

Name: T Lindsay

Title: _____

Title: VP

EXHIBIT F
LICENSE AGREEMENT

This License Agreement ("Agreement") is dated as of 7/22, 2010 (the "Effective Date") between InSight Health Corp., a Delaware corporation ("Manager"), and Image Guided Pain Management, P. C., a Virginia professional corporation ("Medical Group").

RECITALS

- A. Manager has certain common law rights to the name "Insight Imaging" (the "**Trade Name**"), including any and all corresponding logos or similar marks and all usage of the Trade Name in connection with business cards, marketing materials, letterhead and other similar uses. Except as set forth in this Agreement, Medical Group has no statutory or common law rights in or to the Trade Name.
- B. Manager will manage the medical practice located at 2923 Franklin Road, Roanoke, Virginia (the "**Medical Practice**") under a Management Services Agreement between Manager and Medical Group that will be dated of even date herewith (the "**MSA**").
- C. Medical Group desires to utilize the Trade Name, and Manager desires to permit Medical Group to utilize the Trade Name in connection with the MSA, each doing so pursuant to the terms and conditions of this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Grant.** On the terms and subject to the conditions of this Agreement, Manager hereby grants to Medical Group, and Medical Group hereby accepts, a non-exclusive, non-assignable, non-transferable license solely to use the Trade Name (the "**License**"), consistent with the terms and conditions of this Agreement. Medical Group acknowledges and agrees that Manager authorized Medical Group to use the Trade Name when Medical Group executed the MSA and that such use is contingent upon Medical Group's execution of this Agreement.
- 2. **Use.** Medical Group may use the Trade Name for the purpose of identifying, advertising and promoting the Medical Practice and for no other purpose.
- 3. **Transferability.** Medical Group may not effect or allow or cause to occur any sale, conveyance, sub-license, security interest, encumbrance, mortgage, lien or other voluntary or involuntary transfer, whether by operation of law or otherwise, of any beneficial, collateral or other interest in or to the License.

4. **Retention and Protection of Rights.** Medical Group acknowledges that, as between Manager and Medical Group, Manager retains exclusive title to and ownership of the Trade Name. Manager does not grant to Medical Group any right, title or interest in or to the Trade Name, other than the rights granted hereby, or any right to engage in any activity which, absent the License, would constitute, induce or contribute to infringement of the right, title or interest of Manager in the Trade Name. Medical Group will not challenge anywhere in the United States the validity or enforceability of the Trade Name. Medical Group will immediately notify Manager in writing if it obtains knowledge of any use or intended use by any third party of any name, mark, logo or design identical to or confusingly similar to the Trade Name. Medical Group will not at any time during or after the term of the License, claim any right, title or interest in or to the Trade Name except such rights as are provided in this Agreement.
5. **Term and Termination.** The License will be effective upon the Effective Date and will terminate upon the termination of this Agreement. This Agreement will terminate automatically upon the termination of the MSA. Notwithstanding the termination of this Agreement, Medical Group, through Manager, may still bill and collect under the Trade Name for services provided by Medical Group at the Medical Practice prior to the termination of the MSA.
6. **Indemnification.** Medical Group will defend, indemnify and hold Manager harmless for, from and against all claims, liabilities, fees, costs, (including any attorneys' fees and costs), expenses, damages, fines, penalties or other harm that arises out of Medical Group's use or misuse of the Trade Name.
7. **Non-Alienation.** This Agreement is personal in its nature, and neither party will, without the prior written consent of the other, assign or transfer this Agreement or any rights or obligations hereunder, except that Manager may assign or transfer this Agreement to a successor entity in the event of a merger, consolidation, or transfer or sale of all or a substantial part of the assets of Manager; provided that, in the case of any such assignment or transfer, this Agreement will, subject to the provisions hereof, be binding upon and inure to the benefit of such successor entity and such successor entity will discharge and perform all the obligations of Manager hereunder.
8. **Entire Agreement.** This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof. There are no restrictions, promises, representations, warranties, covenants, or understandings other than those expressly set forth herein. This Agreement supersedes all prior agreements or understandings between the parties, and may not be modified or amended in any manner other than as set forth herein.
9. **Governing Law and Dispute Resolution.**
 - a. **Governing Law.** This Agreement will be construed in accord with and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by the laws of the State of Virginia.

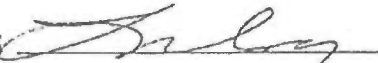
- b. **Informal Resolution.** Disputes between the Manager and Medical Group will be resolved, to the extent possible, by informal meetings and discussions between the parties.
 - c. **Attorneys' Fees.** In the event that either party breaches this Agreement in any respect, the prevailing party shall be entitled to recover, in addition to any and all other remedies, which shall be cumulative, the reasonable attorneys' fees, expenses, and costs which it incurs as a result thereof.
 - d. **MUTUAL WAIVER OF JURY TRIAL.** THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.
 - e. **Survivability.** The obligations in this Section 9 will continue following the termination or expiration of this Agreement.
10. **Notice.** Whenever notice must be given under the provisions of this Agreement, such notice must be in writing and addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given if delivered by hand-delivery, first-class registered postage certified mail (with written confirmation of receipt), or by a national commercial overnight delivery service, as follows:
- If to Manager: InSight Health Corp.
 26250 Enterprise Court
 Suite 100
 Lake Forest, CA 92630-8405
 Attention: General Counsel
- If to Medical Group: Image Guided Pain Management, P. C.
 2923 Franklin Road
 Roanoke, VA 24014
 Attention: President
11. **Amendment, Modification, Or Walver of Agreement.** No amendment, modification, or waiver of this Agreement will be valid unless the amendment, modification, or waiver is in writing and signed by Manager and Medical Group. The failure of any party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision at any future time.

12. No Rule of Strict Construction. The language of this Agreement will be deemed to have been approved by both parties, and no rule of strict construction will be applied against either party.
13. No Third-Party Beneficiaries. Nothing in this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than Manager and Medical Group. All duties and responsibilities undertaken under this Agreement will be for the sole and exclusive benefit of Manager and Medical Group, and not for the benefit of any other party.
14. Severability. If any provision in this Agreement is determined to be invalid or unenforceable by a court or arbitrator of competent jurisdiction. The parties desire and agree that the remaining provisions of the Agreement will nevertheless continue to be valid and enforceable.
15. Incorporation of Recitals. All recitals are an integral part of this Agreement and are hereby incorporated in this Agreement.

IN WITNESS WHEREOF, each party executed this Sublicense Agreement as of the date first written above.

InSight Health Corp.,
a Delaware corporation

Image Guided Pain Management, P.C.
a Virginia professional corporation

By: 

By: _____

T. Lindsay
Print Name

Print Name

VP
Office or Title

Office or Title

12. **No Rule of Strict Construction.** The language of this Agreement will be deemed to have been approved by both parties, and no rule of strict construction will be applied against either party.
13. **No Third-Party Beneficiaries.** Nothing in this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than Manager and Medical Group. All duties and responsibilities undertaken under this Agreement will be for the sole and exclusive benefit of Manager and Medical Group, and not for the benefit of any other party.
14. **Severability.** If any provision in this Agreement is determined to be invalid or unenforceable by a court or arbitrator of competent jurisdiction. The parties desire and agree that the remaining provisions of the Agreement will nevertheless continue to be valid and enforceable.
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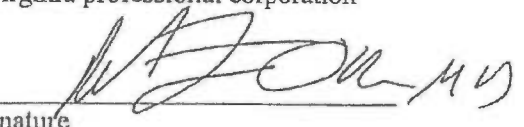
InSight Health Corp.
a Delaware corporation

Signature

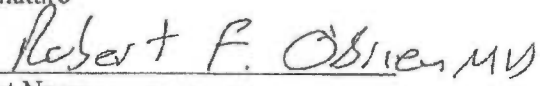
Print Name

Office or Title

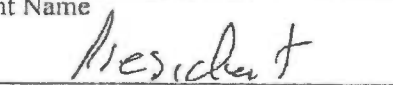
Image Guided Pain Management, P. C.,
a Virginia professional corporation



Signature



Print Name



Office or Title

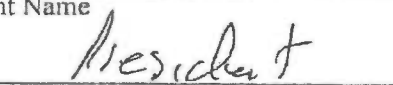

7/22/10

EXHIBIT G
PHYSICIAN ACKNOWLEDGMENT

I, Robert F. Obrien, have been engaged by Image Guided Pain Management, P. C., a Virginia professional corporation ("Medical Group"), to provide professional services at Medical Group's facility located at 2923 Franklin Road, Roanoke, VA 24014 (the "Medical Practice"). With respect to my provision of professional services at and for Medical Practice, I hereby acknowledge and agree that:

1. I will maintain all of the qualifications and requirements and shall perform those obligations delegated to me by Medical Group. I will inform Medical Group and Manager (as defined below) immediately of any of the following: (i) any malpractice settlement, settlement allocation, judgment, verdict or decree against me; (ii) any investigation or disciplinary proceeding or action instituted against me by any licensure board, hospital, medical school, healthcare facility or entity, professional society or association, third party payor, professional review committee or body, or governmental agency; (iii) any criminal complaint, indictment or criminal proceeding in which I am named as a defendant; (iv) any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against me involving or related to (a) billing improprieties, (b) violations of the rules of the Medicare or Medicaid program, or (c) potential violations of any federal or state law prohibiting kick-backs, fee-splitting, false claims, or referrals to entities or individuals with which I or my immediate family has a financial or ownership interest; (v) any allegation known by , or any investigation or proceeding based on any allegation, against me, of violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of medicine; (vi) my debarment, suspension, denial or exclusion from any federal, state or third party payment program; and (vii) any suspension or revocation of (a) my license to practice medicine in any state, (b) my state or federal controlled substances registration, (c) my medical staff privileges at any hospital or other healthcare entity, (d) my board certification or recertification, (e) my malpractice insurance, or (f) any condition that impairs or may impair my ability to practice medicine.

2. I understand that I will be providing professional services at the Medical Practice as an employee or independent contractor of Medical Group and not for InSight Health Corp. ("Manager") and I will look solely to Medical Group for compensation for my professional services. In consideration of the compensation provided to me by Medical Group and as an inducement for Manager to provide non-medical services at the Medical Practice, I specifically agree to be bound by the non-competition provision contained in Section 7.20 of the Agreement.

3. I (either individually or as an employee of Medical Group) will maintain comprehensive professional liability insurance covering me with liability limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

4. (a) I acknowledge that Manager may for good cause withdraw its approval regarding my provision of professional services on behalf of Medical Group at the Medical Practice, and I will cease to provide such professional services and take such other actions as may be reasonably requested by Manager or Medical Group upon the withdrawal of such approval.

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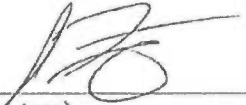
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PROTECTED DISCOVERY
MATERIAL

(b) For purposes of 4(a), "good cause" means:

- (i) conviction of a felony, or of a crime involving moral turpitude;
- (ii) debarment, suspension, denial or exclusion from any federal, state or third party payment program;
- (iii) suspension or revocation of: my license to practice medicine in Virginia; my state or federal controlled substances registration; my medical staff privileges at any hospital or other healthcare entity resulting from an issue or issues directly related to patient care; or my malpractice insurance;
- (iv) any condition that substantially impairs my physical or mental ability to practice medicine.

AGREED AND ACCEPTED on this 22nd day of July, 2010.


(Signature)

Robert F. Obrien
(Name)

EXHIBIT G
PHYSICIAN ACKNOWLEDGMENT

I, John Mathis, have been engaged by Image Guided Pain Management, a Virginia professional corporation ("**Medical Group**"), to provide professional services at Medical Group's facility located at 2923 Franklin Road, Roanoke, VA 24014 (the "**Medical Practice**"). With respect to my provision of professional services at and for Medical Practice, I hereby acknowledge and agree that:

1. I will maintain all of the qualifications and requirements and shall perform those obligations delegated to me by Medical Group. I will inform Medical Group and Manager (as defined below) immediately of any of the following: (i) any malpractice settlement, settlement allocation, judgment, verdict or decree against me; (ii) any investigation or disciplinary proceeding or action instituted against me by any licensure board, hospital, medical school, healthcare facility or entity, professional society or association, third party payor, professional review committee or body, or governmental agency; (iii) any criminal complaint, indictment or criminal proceeding in which I am named as a defendant; (iv) any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against me involving or related to (a) billing improprieties, (b) violations of the rules of the Medicare or Medicaid program, or (c) potential violations of any federal or state law prohibiting kick-backs, fee-splitting, false claims, or referrals to entities or individuals with which I or my immediate family has a financial or ownership interest; (v) any allegation known by , or any investigation or proceeding based on any allegation, against me, of violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of medicine; (vi) my debarment, suspension, denial or exclusion from any federal, state or third party payment program; and (vii) any suspension or revocation of (a) my license to practice medicine in any state, (b) my state or federal controlled substances registration, (c) my medical staff privileges at any hospital or other healthcare entity, (d) my board certification or recertification, (e) my malpractice insurance, or (f) any condition that impairs or may impair my ability to practice medicine.

2. I understand that I will be providing professional services at the Medical Practice as an employee or independent contractor of Medical Group and not for InSight Health Corp. ("Manager") and I will look solely to Medical Group for compensation for my professional services. In consideration of the compensation provided to me by Medical Group and as an inducement for Manager to provide non-medical services at the Medical Practice, I specifically agree to be bound by the non-competition provision contained in Section 7.20 of the Agreement.

3. I (either individually or as an employee of Medical Group) will maintain comprehensive professional liability insurance covering me with liability limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

4. (a) I acknowledge that Manager may for good cause withdraw its approval regarding my provision of professional services on behalf of Medical Group at the Medical Practice, and I will cease to provide such professional services and take such other actions as may be reasonably requested by Manager or Medical Group upon the withdrawal of such approval.

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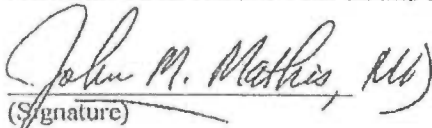
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PROTECTED DISCOVER
MATERIAL

(b) For purposes of 4(a), "good cause" means:

- (i) conviction of a felony, or of a crime involving moral turpitude;
- (ii) debarment, suspension, denial or exclusion from any federal, state or third party payment program;
- (iii) suspension or revocation of: my license to practice medicine in Virginia; my state or federal controlled substances registration; my medical staff privileges at any hospital or other healthcare entity resulting from an issue or issues directly related to patient care; or my malpractice insurance;
- (iv) any condition that substantially impairs my physical or mental ability to practice medicine.

AGREED AND ACCEPTED on this 18 day of October, 2010.


(Signature)

John Mathis MD
(Name)

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION

SHARON G. WINGATE, Executor of
The Estate of Douglas Gray
Wingate, Deceased,

Plaintiff,

-vs-

INSIGHT HEALTH CORP.,

Defendant/Cross-Claim
Defendant,

-vs-

JOHN M. MATHIS, MD,
ROBERT F. O'BRIEN, MD, and IMAGE
GUIDED PAIN MANAGEMENT, PC,

Defendants/Cross-Claim
Plaintiffs.

Case No.
7:13-cv-142

May 8, 2013
9:15 A.M.

DEPOSITION OF:

KAREN DeLONG

Central Virginia Reporters
P.O. Box 12628
Roanoke, VA 24027
(540) 380-5017

DeLong (Byrd)

Page 10	Page 12
<p>1 Q Is that the area in between Wasena 2 Avenue and Grandin, in that area? 3 A It's in Grandin. 4 Q Are you closer to the Grandin Road 5 area or more towards, you know, the bridge coming 6 from 11? 7 A Closer to the bridge. 8 Q Now, could you walk me through a 9 little bit about your educational background, where 10 you went to high school, after high school, that 11 sort of thing? 12 A I went to Franklin County High 13 School. I graduated in '81. Then I went to 14 Virginia Western. I graduated in '95. 15 Q What did you go to Virginia Western 16 for? 17 A Radiology technology. 18 Q What did you do in between graduating 19 from Franklin County and going to Virginia Western? 20 A I was a boat mechanic. 21 Q Where was that? 22 A Webster Marina down at Smith Mountain 23 Lake, All Seasons Marine, and Smith Mountain Yacht 24 Club; certified mariner mechanic.</p>	<p>1 facility, who were you employed by? 2 A Center for Advanced Imaging. 3 Q At some point, did your employer 4 change? 5 A Carilion obtained Center for Advanced 6 Imaging. 7 Q When was that? 8 A I'm not sure. 9 Q Was it around 2008? 10 A Yes. 11 Q And then Insight Health Corp. 12 obtained the facility? 13 A Correct. 14 Q And you are an employee of Insight 15 Health Corp.? 16 A Correct. 17 Q How long have you been an employee of 18 Insight Health Corp.? 19 A Since they took over. 20 Q Around 2010? 21 A Yes. 22 Q Now, the Franklin Road facility, that 23 is -- there's some car dealerships around that 24 area?</p>
Page 11	Page 13
<p>1 Q How long have you been -- you are 2 working as a radiology technician right now; is 3 that right? 4 A Technologist, yes. 5 Q How long have you been in that field? 6 A Since '93. 7 Q Have you ever given a deposition 8 before? 9 A No, I have not. 10 Q Now, are you employed currently? 11 A Yes, I am. 12 Q Where do you work? 13 A Insight Imaging. 14 Q Is that a facility on Franklin? 15 A Yes. 16 Q How long have you been working at 17 that facility? 18 A Going on eight years. 19 Q So that would take you back to about 20 2005? 21 A I believe so. 22 Q When you first started working at -- 23 I'm going to call it the Franklin Road facility. 24 When you started working at the Franklin Road</p>	<p>1 A Yes. 2 Q And I think there's, what, a Valero 3 gas station somewhere near there? 4 A Next door. 5 Q Now, if you could, educate us and 6 tell us about your job duties at the Franklin Road 7 facility since you started working there from, we 8 thought, maybe around 2005 up until the present 9 day. And if your job duties have changed at all 10 since then, let us know about that. 11 A An x-ray tech, I do pain management 12 and CT as well. 13 Q What do your duties as an x-ray tech 14 involve? 15 A Taking x-rays of patients. 16 Q Then do you take -- is this done on a 17 digital system or do you have plain films? 18 A Digital system, yes. 19 Q What about your pain management 20 duties, can you tell me a little bit about that? 21 A I prepare trays for our doctors to 22 inject patients. 23 Q What is involved with preparing the 24 trays for the doctors to inject patients?</p>

4 (Pages 10 to 13)

Central Virginia Reporters, LLC (540) 380-5017

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DeLong (Byrd)

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<p>1 A It's done in a sterile fashion, 2 pretty much draw up the drugs for whatever 3 particular type of injection we are doing. 4 Q So when you say draw up the drugs, 5 you take, say, a vial of medication, in this case 6 methylprednisolone acetate, you put a needle into 7 that vial and withdraw medication? 8 A Correct. 9 Q Where is that done in the facility? 10 A In the room, the exam room, procedure 11 room. 12 Q Then do you give that needle with the 13 methylprednisolone acetate in it to the doctor? 14 A It's on the tray and the needle is 15 discarded, so it's just a syringe. He uses other 16 needles for the patient itself. 17 Q Can you walk us through the whole 18 process of preparing the tray from start to finish? 19 A You open a sterile tray, of course 20 you do it in a sterile fashion, what have you. 21 Each vial has a cap on it. You put on your sterile 22 gloves, pop the cap, draw up the drugs. Then you 23 just do individuals, you do lidocaine, contrast, 24 and then your steroid, what have you.</p>	<p>1 Dr. Mathis and O'Brien before the Center for 2 Advanced Imaging? 3 A Lewis-Gale Hospital in original 4 radiology there. 5 Q Walk me through your employment 6 history prior to working at the Center for Advanced 7 Imaging. You said you were at LewisGale? 8 A When I received my degree at Virginia 9 Western, I went to work at Lewis-Gale Clinic. I 10 was there until 1999 when I went to work with 11 Dr. Mathis and Dr. O'Brien at Lewis-Gale Hospital. 12 I was the lead tech in interventional there. I was 13 there until they bought their own facility or 14 gathered up their own facility on advanced imaging, 15 and they recruited me there to work with them then. 16 Q Now, what training did you receive as 17 far as the preparation of the trays for patients in 18 your employment for the Center for Advanced 19 Imaging? 20 A I did on-the-job training at 21 Lewis-Gale Hospital. 22 Q Was there a policy put in place when 23 you came to the Center for Advanced Imaging about 24 how the trays would be prepared, like a written</p>
Page 15	Page 17
<p>1 Q Where is the doctor while all this is 2 being done? 3 A Usually in his office. 4 Q So would the doctor then come in when 5 your work as far as preparing the tray is complete? 6 A After I prepared the patient, yes. 7 Q Is that different from preparing the 8 tray? 9 A Correct. 10 Q How so? 11 A You prepare the patient and then you 12 get the patient on the table and you clean off 13 whichever area, whether it be the lower back or the 14 neck or what have you, in a sterile fashion, put a 15 sterile drape on it, get the x-ray ready for the 16 doctor, and then they come in, put the sterile 17 gloves on, and do the procedure. 18 Q The doctors themselves don't draw the 19 medication? 20 A No, sir. 21 Q How long has that been the case? 22 A Since I have been doing exams with 23 Dr. Mathis and Dr. O'Brien since 1999. 24 Q Where were you working with</p>	<p>1 policy? 2 A I do not know that answer. 3 Q Was there -- were you given any 4 direction by Drs. Mathis or O'Brien about how the 5 tray preparation would work? 6 A It was carried over from LewisGale 7 the way I did it there. 8 Q Was there a written policy about that 9 at LewisGale? 10 A I do not know that answer. 11 Q So when you started at LewisGale and 12 started preparing the trays, how did you know how 13 to do it in that fashion? 14 A I was trained by the other 15 technologist there. 16 Q So handed down from one generation to 17 the next? 18 A Correct. 19 Q Now, what is your involvement -- you 20 said you had some CT duties. Can you tell me what 21 that involves? 22 A Doing computed tomography on 23 different patients. You do prep, inject x-ray dye 24 if need be or what have you.</p>

5 (Pages 14 to 17)

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DeLong (Byrd)

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<p>1 Q You take them into the scanning area?</p> <p>2 A Yes. We interview them and do our</p> <p>3 procedure.</p> <p>4 Q Now, regarding the patient prep, I'm</p> <p>5 going to ask you some questions today and I want to</p> <p>6 kind of limit it more to epidural steroid</p> <p>7 injections. Do you know what those are? I know</p> <p>8 this may seem like a dumb question, and you're like</p> <p>9 what -</p> <p>10 A What's the question?</p> <p>11 Q Do you know what an epidural steroid</p> <p>12 injection is?</p> <p>13 A Yes, I do.</p> <p>14 Q Okay. And you may get asked some</p> <p>15 questions that the answer is so obvious you may say</p> <p>16 why is this fool asking it, but it's just kind of</p> <p>17 what we have to do. I apologize for some of those</p> <p>18 questions in advance.</p> <p>19 Can you tell us what an epidural steroid</p> <p>20 injection is?</p> <p>21 A It's an injection into the epidural</p> <p>22 space where all the nerve roots exit the spine.</p> <p>23 You put steroids in there hopefully to reduce</p> <p>24 inflammation in the nerve roots to relieve the</p>	<p>1 A We had a list of different questions,</p> <p>2 allergies, current medical history, pretty much</p> <p>3 just common knowledge of the patient, are they</p> <p>4 allergic to anything, that type of stuff.</p> <p>5 Q Did someone obtain the consent from</p> <p>6 the patient to undergo that process and perform</p> <p>7 that process?</p> <p>8 A The doctor's consent.</p> <p>9 Q When you would interview the patients</p> <p>10 and prepare the patients, would you ever talk to</p> <p>11 them about the medication that they were going to</p> <p>12 receive as part of the injection?</p> <p>13 A It's a steroid.</p> <p>14 Q Would you tell them who made the</p> <p>15 medication?</p> <p>16 A No.</p> <p>17 Q Would you ever tell them what type of</p> <p>18 medication as far as Depo-Medrol, a generic form of</p> <p>19 that made by Teva or NECC?</p> <p>20 A No.</p> <p>21 Q Do you know if anybody at the</p> <p>22 Franklin Road facility would have those discussions</p> <p>23 with the patients as far as who made the medication</p> <p>24 that they were going to receive?</p>
Page 19	Page 21
<p>1 pain.</p> <p>2 Q I'm going to refer to that as an ESI</p> <p>3 throughout the rest of the day to try to save some</p> <p>4 time. When I'm saying ESI, I'm referring to</p> <p>5 epidural steroid injection.</p> <p>6 Is that a service that Drs. Mathis and</p> <p>7 O'Brien performed at the Franklin Road facility?</p> <p>8 A Yes, it is.</p> <p>9 Q How long had they been doing that as</p> <p>10 far as you know at that facility? Is that</p> <p>11 something that was being done since you got there?</p> <p>12 A Yes.</p> <p>13 Q Would you assist in that process?</p> <p>14 A Sorry?</p> <p>15 Q Would you assist at all in the</p> <p>16 process of an ESI for a patient?</p> <p>17 A Yes.</p> <p>18 Q In what way?</p> <p>19 A Preparing the patient, preparing the</p> <p>20 x-ray, sometimes interviewing the patients, do the</p> <p>21 exit interview so to speak, give them their</p> <p>22 discharge instructions, that type of stuff.</p> <p>23 Q Regarding the interview of the</p> <p>24 patients, what would that involve?</p>	<p>1 A No.</p> <p>2 Q And do you know if anyone at the</p> <p>3 Franklin Road facility would tell the patients the</p> <p>4 name of the medication they were going to receive</p> <p>5 when they were going to get an ESI?</p> <p>6 A Yes, they would.</p> <p>7 Q Who would do that?</p> <p>8 A The doctors would.</p> <p>9 Q Doctors -- I'm sorry, go ahead.</p> <p>10 A Usually if it was Dr. Mathis, he</p> <p>11 would say methylprednisolone. Dr. O'Brien never</p> <p>12 called medication unless it was specifically asked,</p> <p>13 which it never was that I remember he consented.</p> <p>14 He would always say a steroid similar to cortisone</p> <p>15 that's safe to use around the spine.</p> <p>16 Q Did anyone ever tell any of the</p> <p>17 patients as far as you know that they were going to</p> <p>18 receive Depo-Medrol when they were getting the</p> <p>19 ESIs?</p> <p>20 A Not that I recall.</p> <p>21 Q Now, you talked about there's an exit</p> <p>22 interview as well?</p> <p>23 A Just telling them the things to do</p> <p>24 for the day, take it easy for the rest of the day.</p>

6 (Pages 18 to 21)

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DeLong (Byrd)

<p style="text-align: right;">Page 65</p> <p>1 regulated?</p> <p>2 A I think the company adopted that</p> <p>3 policy we are not using anything except for FDA</p> <p>4 regulated materials.</p> <p>5 Q When you say "the company," do you</p> <p>6 mean Insight Health Corp. at the corporate level?</p> <p>7 A Yes.</p> <p>8 Q Who made that decision, if you know?</p> <p>9 A I don't know.</p> <p>10 Q How did you learn of that?</p> <p>11 A Through corporate.</p> <p>12 Q Who from corporate?</p> <p>13 A I don't know.</p> <p>14 Q Did it come down from Paul Hellkamp?</p> <p>15 A Correct.</p> <p>16 Q Did you all have a group meeting</p> <p>17 where you all discussed that?</p> <p>18 A No.</p> <p>19 Q When did you learn that decision had</p> <p>20 been made?</p> <p>21 A When we started back doing epidurals.</p> <p>22 Q When did you start back doing</p> <p>23 epidurals?</p> <p>24 A I don't remember the date.</p>	<p style="text-align: right;">Page 66</p> <p>1 A How many vials we received and what</p> <p>2 product.</p> <p>3 Q What was the last part?</p> <p>4 A What product.</p> <p>5 Q So it would say 200 vials of</p> <p>6 methylprednisolone acetate, 80 milligrams or words</p> <p>7 to that effect?</p> <p>8 A Correct.</p> <p>9 Q And the bill would be obviously the</p> <p>10 invoice for the product that had been provided?</p> <p>11 MR. SHAW: Objection, form.</p> <p>12</p> <p>13 BY MR. BYRD:</p> <p>14 Q Is that right?</p> <p>15 A Is that a question?</p> <p>16 Q Is that correct?</p> <p>17 A Can you repeat that?</p> <p>18 Q The bill is self-explanatory, it's</p> <p>19 the invoice for the product?</p> <p>20 A Correct.</p> <p>21 Q Tell me what -- was it the</p> <p>22 microbiology report?</p> <p>23 A Correct.</p> <p>24 Q Can you tell me what that is?</p>
<p style="text-align: right;">Page 67</p> <p>1 Q Was it in 2013?</p> <p>2 A Yes.</p> <p>3 Q So some time within the last five</p> <p>4 months, give or take?</p> <p>5 A Correct.</p> <p>6 Q And do you know if the Franklin Road</p> <p>7 facility buys any medication from a compounding</p> <p>8 pharmacy today?</p> <p>9 A Absolutely not.</p> <p>10 Q Is there someone responsible for</p> <p>11 checking into the suppliers of medications to see</p> <p>12 if they are compound versus FDA regulated?</p> <p>13 A I do not know that answer.</p> <p>14 Q Do you know who would know? Would it</p> <p>15 be Paul Hellkamp?</p> <p>16 A Yes.</p> <p>17 Q Now, when you all would get these</p> <p>18 boxes of medication from NECC, would there be</p> <p>19 anything in the box other than the package of</p> <p>20 medication?</p> <p>21 A The packing slip, the bill was in</p> <p>22 there at one time, the microbiology report was in</p> <p>23 there at one time.</p> <p>24 Q What would be on the packing slip?</p>	<p style="text-align: right;">Page 69</p> <p>1 A Not a hundred percent. It just said</p> <p>2 that the drug itself had been tested prior to.</p> <p>3 Q Sterility tested?</p> <p>4 A Correct.</p> <p>5 Q Would the results of that sterility</p> <p>6 testing be on there?</p> <p>7 A It would say sterile or that would be</p> <p>8 it.</p> <p>9 Q How long had you all been getting</p> <p>10 these reports with the package of the</p> <p>11 methylprednisolone acetate from NECC?</p> <p>12 A To my knowledge, the first time we</p> <p>13 got medication.</p> <p>14 Q Was that around 2007?</p> <p>15 A I'm bad with dates. I'm going to</p> <p>16 guess.</p> <p>17 Q It's all right. Now, are the</p> <p>18 microbiology reports kept?</p> <p>19 A They are filed in the cabinet.</p> <p>20 Q Who files them?</p> <p>21 A Whoever opens the box.</p> <p>22 Q Where is the cabinet?</p> <p>23 A It was in the pain management</p> <p>24 interviewing room.</p>

18 (Pages 66 to 69)

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DeLong (Byrd)

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<p>1 Q You yourself, I take it, would open 2 boxes of medication from NECC? 3 A Yes. 4 Q Was there ever a time that you opened 5 a box of medication from NECC that did not have the 6 microbiology report? 7 A I do not remember that specifically. 8 Q Do you have a general recollection of 9 that happening? 10 A Things were changing and sometimes 11 they would have a bill in there or they wouldn't 12 have a bill in there or what have you. I just took 13 all the paperwork and put it in Paul's in-box. 14 Q So any thing that came in the package 15 of methylprednisolone acetate from NECC, you would 16 take to Paul Heilkamp? 17 A Correct. 18 Q Was there ever a time that you were 19 made aware of medication coming in from NECC that 20 was open by, say, someone else that did not have 21 the microbiology report? 22 A I believe Sharon had mentioned that 23 at one point. 24 Q When did that happen?</p>	<p>1 A No, I did not. 2 Q Did you talk to anybody about where 3 the microbiology report was? 4 A I did not. 5 Q What happened with the medication? 6 MR. SHAW: Objection to form. 7 8 BY MR. BYRD: 9 Q The medication that came in the 10 package without the microbiology report that Sharon 11 mentioned to you -- 12 MR. SHAW: Objection. 13 14 BY MR. BYRD: 15 Q -- do you know what happened to 16 that -- 17 MR. BYRD: Hold on counsel. 18 19 BY MR. BYRD: 20 Q Do you know what happened to that 21 medication? 22 MR. SHAW: Objection to form of the 23 question, foundation, and I believe -- 24 MR. BYRD: Okay, if you are going to</p>
Page 71	Page 73
<p>1 A I don't remember. 2 Q Was it before or after the meningitis 3 outbreak? 4 A Before. 5 Q How soon before? 6 A I do not know. 7 Q You said Sharon mentioned that. Did 8 she mention it to you? 9 A Yes. 10 Q Was this at the Insight facility? 11 A Yes. 12 Q What did you say to Sharon? 13 A I said they had probably sent it to 14 Paul. 15 Q Do you know if you checked -- let me 16 ask it this way. Start over. Did you check with 17 Paul about that? 18 A I did not. 19 Q Did Sharon check with Paul about 20 that? 21 A I do not know. 22 Q Did you tell Sharon to look into it? 23 A No, I did not. 24 Q Did you call NECC?</p>	<p>1 talk, shes' going to leave the room. 2 So, ma'am, unhook your mic, please 3 leave the room, and then he can make his 4 objection on the record. You can just go 5 in that room over there. 6 7 (The witness left the deposition 8 room.) 9 10 MR. SHAW: Objection. It also 11 assumes evidence not in test -- not 12 testified to -- 13 MR. BYRD: Facts not in evidence? 14 MR. SHAW: Facts not in evidence and 15 evidence not testified to by this witness. 16 MR. BYRD: Okay. I'm going to get 17 the -- 18 MR. SHAW: I will get her. 19 20 (The witness returned to the 21 deposition room.) 22 23 BY MR. BYRD: 24 Q Now, after Sharon came to you and</p>

19 (Pages 70 to 73)

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<p>1 told you about this package and there not being a 2 microbiology report, I believe you said, well, they 3 probably sent it to Paul. Do you know if that 4 medication was used at the Franklin Road facility? 5 A I was in CT then. I would assume so, 6 but I do not know. But if I had to guess, yes. 7 Q Did -- why did you think maybe they 8 had sent it to Paul? 9 A Because they had gotten inconsistent 10 with their paperwork of whether it was coming in 11 the box or not. 12 Q How else would they send it? 13 A I don't know. I would assume in the 14 mail. I don't know that answer. 15 Q Do you remember another time where 16 medication had come in from NECC without the 17 microbiology report? 18 A No, I don't. 19 Q Just this one time? 20 A As far as I know. 21 MR. SHAW: Objection, again assumes 22 facts not in evidence. 23 MR. BYRD: All right. 24</p>	<p>1 A No. 2 Q Who is Sharon's supervisor? 3 A Paul, Paul Hellkamp. 4 Q So do you know why she came to you? 5 A I had trained her. 6 Q How long had Sharon been at the 7 Franklin Road facility prior to this happening? 8 A I don't know. I'm not sure when she 9 was hired. I'm thinking the first of the year. 10 Q Of 2012? 11 A I think so. I'm not sure. 12 Q I may have asked this question 13 already and if I have, I apologize. How long had 14 the inconsistency with the NECC paperwork been 15 going on? 16 A Several months. I don't know. 17 Q Leading up to whenever this was that 18 Sharon came to talk to you? 19 A Yes. 20 Q Did Paul Hellkamp ever talk to folks 21 at NECC, do you know? 22 A I do not know. 23 Q Do you know if he would send e-mails 24 or faxes to them?</p>
Page 75	Page 77
<p>1 BY MR. BYRD: 2 Q Now, I would like to ask you a few 3 more questions about this. Do you know the lot 4 number or batch number for that package that Sharon 5 came to you about? 6 A I do not. 7 Q When you said that NECC had gotten 8 inconsistent with their paperwork, can you tell me 9 what you mean by that? 10 A Sometimes they wouldn't have the 11 invoice in there, that type stuff. 12 Q When did that begin? 13 A I'm not a hundred-percent sure. 14 Q Did you go and look at the 15 medication, the vials yourself when Sharon had come 16 to you about the microbiology report? 17 A No, I did not. 18 Q Do you know if she looked at the 19 vials? 20 A I do not know. 21 Q Did anyone tell the doctors about 22 that, Drs. Mathis or O'Brien? 23 A I do not know. 24 Q But you didn't yourself?</p>	<p>1 A I do not know. 2 MR. SHAW: Objection, form of the 3 question. 4 5 BY MR. BYRD: 6 Q Do you know if NECC would ever call 7 Paul Hellkamp? 8 MR. SHAW: Objection, form of the 9 question. 10 THE WITNESS: I do not know. They 11 would call me and verify my orders and let 12 me know when shipment would be expected. 13 14 BY MR. BYRD: 15 Q Orders that you had placed? 16 A That I faxed to them, yes. 17 Q Would -- do you know if NECC would 18 call Sharon? 19 A I don't think so. I don't know. 20 Q Why don't you think so? 21 A She wasn't a contact person on the 22 list. 23 Q Did you handle all the placing of the 24 orders to NECC?</p>

20 (Pages 74 to 77)

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<p>1 A Not all of them.</p> <p>2 Q Who else would handle those, that</p> <p>3 job?</p> <p>4 A Whoever was in pain management and if</p> <p>5 we needed a drug.</p> <p>6 Q Who would that include?</p> <p>7 A Sharon or Mary back in the day.</p> <p>8 Q Do you keep records of the lot --</p> <p>9 does the facility at Franklin Road keep records of</p> <p>10 the lot number for the medication received from</p> <p>11 NECC, do you know that?</p> <p>12 A It's documented on where we put in</p> <p>13 the amount of drugs that we use.</p> <p>14 Q What --</p> <p>15 A On the computer system.</p> <p>16 Q Can you explain the computer system</p> <p>17 that you use to me as far as where that would be</p> <p>18 documented? Is it in a patient specific record, is</p> <p>19 it a vendor record, where is that?</p> <p>20 A Patient specific.</p> <p>21 Q You had mentioned earlier something</p> <p>22 about putting papers you got from NECC in Paul's</p> <p>23 box.</p> <p>24 A Uh-huh.</p>	<p>1 Q What do you mean the other day?</p> <p>2 MR. SHAW: I'm going to object to the</p> <p>3 extent this calls for --</p> <p>4 MR. BYRD: I'm just asking when it</p> <p>5 happened. I'm not asking for</p> <p>6 conversations between you all.</p> <p>7</p> <p>8 BY MR. BYRD:</p> <p>9 Q When did that happen?</p> <p>10 A A few days ago.</p> <p>11 Q If this involves communications with</p> <p>12 your attorney, don't tell me what you said. Why</p> <p>13 did you look at that?</p> <p>14 MR. SHAW: Objection, form of the</p> <p>15 questions and that does invade</p> <p>16 attorney/client privilege.</p> <p>17</p> <p>18 BY MR. BYRD:</p> <p>19 Q And if you -- if it was -- I don't</p> <p>20 want to know what you said to your attorneys. I'm</p> <p>21 just asking why.</p> <p>22 MR. SHAW: Counsel, pretty much I'm</p> <p>23 going to have to ask you to go off the</p> <p>24 record if you are going to continue with</p>
Page 79	Page 81
<p>1 Q When did you start doing that as</p> <p>2 opposed to putting it in the pain management room?</p> <p>3 A We always put the papers in his box.</p> <p>4 Q Would you make copies of them and put</p> <p>5 them in the box?</p> <p>6 A No. All the billings and all that</p> <p>7 stuff went in his box.</p> <p>8 Q You gave the billing to him, to Paul?</p> <p>9 A Uh-huh.</p> <p>10 Q Where would you put the microbiology</p> <p>11 reports if you can --</p> <p>12 A In pain management if I opened it.</p> <p>13 Q Is that where -- and this is if you</p> <p>14 know. But is that where the microbiology reports</p> <p>15 were supposed to go in the pain management room?</p> <p>16 A That's where we decided to put them.</p> <p>17 Q Are the microbiology reports that you</p> <p>18 all received from NECC, are those still at the</p> <p>19 Insight facility on Franklin Road?</p> <p>20 A I do not know that answer. I'm</p> <p>21 guessing.</p> <p>22 Q When was the last time that you</p> <p>23 looked at microbiology report from NECC?</p> <p>24 A I looked at one the other day.</p>	<p>1 this line of questionings about</p> <p>2 conversations she's had with her counsel.</p> <p>3 MR. BYRD: I'm not asking her about</p> <p>4 conversation. I'm asking her why. If the</p> <p>5 answer is it was because of a</p> <p>6 conversation she can say that. I don't</p> <p>7 want the substance.</p> <p>8 MR. SHAW: Fair enough.</p> <p>9 MR. BYRD: The question is fairly</p> <p>10 clear.</p> <p>11</p> <p>12 BY MR. BYRD:</p> <p>13 Q Now, why did you look at the</p> <p>14 microbiology report?</p> <p>15 A Conversation.</p> <p>16 Q With your counsel?</p> <p>17 A Correct.</p> <p>18 MR. BYRD: Period, full stop, not</p> <p>19 going forward.</p> <p>20 MR. SHAW: Thank you, counsel.</p> <p>21</p> <p>22 BY MR. BYRD:</p> <p>23 Q Now, prior to that, when was the last</p> <p>24 time you had looked at a microbiology report from</p>

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<p>1 NECC?</p> <p>2 A Before the meningitis.</p> <p>3 Q Before the outbreak?</p> <p>4 A Correct. When they called and told</p> <p>5 us that medication had particles in it.</p> <p>6 Q And when you say "they," you mean</p> <p>7 somebody from NECC?</p> <p>8 A Yes.</p> <p>9 Q What led you to go back and look at</p> <p>10 the microbiology reports?</p> <p>11 A When they said it had fungal</p> <p>12 meningitis in it, that's when we gathered all our</p> <p>13 stuff together.</p> <p>14 Q What was in -- how many microbiology</p> <p>15 reports were in that file?</p> <p>16 A I do not know. That was taken care</p> <p>17 of by Paul.</p> <p>18 Q Paul looked at all that?</p> <p>19 A Correct.</p> <p>20 Q Were any microbiology reports for</p> <p>21 lots that you all had received missing, if you</p> <p>22 know?</p> <p>23 A That was taken care of by Paul.</p> <p>24 Q So you don't know if --</p>	<p>1</p> <p>2 BY MR. BYRD:</p> <p>3 Q Was it a group meeting?</p> <p>4 A Just --</p> <p>5 MR. SHAW: Objection to form.</p> <p>6 THE WITNESS: Where Paul had come and</p> <p>7 asked if there was any other reports.</p> <p>8</p> <p>9 BY MR. BYRD:</p> <p>10 Q Paul came and asked you?</p> <p>11 A Correct.</p> <p>12 Q This was at the Franklin Road</p> <p>13 facility?</p> <p>14 A Correct.</p> <p>15 Q Did he say why he was asking for it?</p> <p>16 A I don't recall that.</p> <p>17 Q Did you ask him why?</p> <p>18 A I don't recall I did that either.</p> <p>19 Q Then at some point though you learned</p> <p>20 there were some missing microbiology reports?</p> <p>21 MR. SHAW: Objection, form and also</p> <p>22 assumes fact not in evidence.</p> <p>23</p> <p>24</p>
Page 83	Page 85
<p>1 A No.</p> <p>2 Q Other than possibly the one we</p> <p>3 discussed?</p> <p>4 A Possibly, yes.</p> <p>5 Q Did you later become aware of</p> <p>6 microbiology reports for lots of medication from</p> <p>7 NECC that had gone missing or were never given to</p> <p>8 the -- given to you all at the Franklin Road</p> <p>9 facility?</p> <p>10 MR. SHAW: Objection form.</p> <p>11 THE WITNESS: Later on I learned</p> <p>12 that, yes.</p> <p>13</p> <p>14 BY MR. BYRD:</p> <p>15 Q When did you learn that?</p> <p>16 A After the fact.</p> <p>17 Q Do you remember month?</p> <p>18 A I don't remember.</p> <p>19 Q And can you tell me the circumstances</p> <p>20 of how that came about?</p> <p>21 MR. SHAW: Objection to form. You</p> <p>22 may answer.</p> <p>23 THE WITNESS: I don't remember that</p> <p>24 answer either.</p>	<p>1 BY MR. BYRD:</p> <p>2 Q Go ahead.</p> <p>3 A Yes.</p> <p>4 Q Did you undertake any efforts to try</p> <p>5 to locate them?</p> <p>6 A I did look for them, yes.</p> <p>7 Q Do you know for what lots they were?</p> <p>8 A No, I do not.</p> <p>9 Q Do you remember if it was lots 5 -- a</p> <p>10 lot number of 5212012?</p> <p>11 MR. SHAW: Objection, asked and</p> <p>12 answered.</p> <p>13</p> <p>14 BY MR. BYRD:</p> <p>15 Q Go ahead.</p> <p>16 A I know we did have one for that lot.</p> <p>17 Q Did you have a microbiology report</p> <p>18 for the lot number of 6292612?</p> <p>19 A Not sure, but I don't think we did.</p> <p>20 Q What about did you have a</p> <p>21 microbiology report for August 12, 2012?</p> <p>22 A I don't think we did.</p> <p>23 Q I would like you to tell me, if you</p> <p>24 could, the steps you took to try to locate the</p>

22 (Pages 82 to 85)

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DeLong (Byrd)

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<p>1 microbiology reports?</p> <p>2 A I went to my file cabinet. I went</p> <p>3 through pain management. I went through where his</p> <p>4 box is kept. That's it.</p> <p>5 Q I take it you -- well, let me ask it</p> <p>6 this way: Did you notice that any microbiology</p> <p>7 reports were missing when you had done that?</p> <p>8 Let me try again. When you were looking</p> <p>9 through your file, I take it then that you had</p> <p>10 looked at some microbiology reports that were in</p> <p>11 that file from MECC; is that correct?</p> <p>12 A Actually no. Paul looked through</p> <p>13 them. He took all the reports. He said he was</p> <p>14 missing X and X.</p> <p>15 Q Did you try to find whatever X and X</p> <p>16 were?</p> <p>17 A I did.</p> <p>18 Q Tell me steps that you took to try to</p> <p>19 find X and X.</p> <p>20 A I went through the file cabinet, went</p> <p>21 through my room, went through his in-box.</p> <p>22 Q And you couldn't find them?</p> <p>23 A No, I could not.</p> <p>24 Q Do you know if anyone else at his light</p>	<p>1 MR. SHAW: Thank you.</p> <p>2</p> <p>3 BY MR. BYRD:</p> <p>4 Q You can see the name of the patient</p> <p>5 is Douglas Wingate?</p> <p>6 A Yes.</p> <p>7 Q What lot number did he have?</p> <p>8 A 06292012.</p> <p>9 Q Did you -- did you fill out -- did</p> <p>10 you fill in that information for Wingate down in, I</p> <p>11 guess it's the bottom right-hand area?</p> <p>12 A Yes, I did, if I was the tech that</p> <p>13 day.</p> <p>14 Q Do you know if you were the tech that</p> <p>15 day?</p> <p>16 A It would be in the notes.</p> <p>17 Q In Dr. O'Brien's or Mathis' notes?</p> <p>18 A No. It would be on the interview</p> <p>19 notes.</p> <p>20 Q Who prepares the interview notes?</p> <p>21 A I would have to see the form.</p> <p>22 Q Who is responsible for preparing the</p> <p>23 form?</p> <p>24 A Depends on who is back there at the</p>
Page 87	Page 89
<p>1 looked for -- and I'm just going to use the term</p> <p>2 you used -- X and X?</p> <p>3 A I believe Sharon looked.</p> <p>4 Q Did anyone from corporate look?</p> <p>5 A I do not know that answer.</p> <p>6 Q I'm going to show you what was marked</p> <p>7 yesterday as Exhibit No. 14. I'm going to ask you</p> <p>8 if you can identify that?</p> <p>9 A Yes, I can.</p> <p>10 Q What is that?</p> <p>11 A That's where we put in our -- what we</p> <p>12 used medication-wise.</p> <p>13 Q Is that the RIS system?</p> <p>14 A Yes.</p> <p>15 Q Can you tell me what portion of that</p> <p>16 screen, I guess, you would fill out, if anything?</p> <p>17 A We would validate the procedure and</p> <p>18 then we put in all the drugs down here or</p> <p>19 medications.</p> <p>20 Q Would you also put in the lot number?</p> <p>21 A We did.</p> <p>22 Q You can see this is for --</p> <p>23 MR. SHAW: Is this 14?</p> <p>24 MR. BYRD: Yes.</p>	<p>1 time. Typically Shawn would interview, and I would</p> <p>2 sign off on what she gathered.</p> <p>3 Q I'm going to hand you what was marked</p> <p>4 yesterday as Exhibit 8 and Exhibit 10. I'm going</p> <p>5 to ask you if you can identify those?</p> <p>6 A Yes.</p> <p>7 Q Tell me what Exhibit 8 is and then</p> <p>8 if you would, tell me what Exhibit 10 is.</p> <p>9 A Eight is a consent form for the</p> <p>10 procedure, and 10 is where we had interviewed the</p> <p>11 patient.</p> <p>12 Q Did you fill out any part of Exhibit</p> <p>13 8?</p> <p>14 A No, I did not.</p> <p>15 Q What about Exhibit 10?</p> <p>16 A No, did not.</p> <p>17 Q So from looking, is that -- are those</p> <p>18 the sheets you were talking about earlier about the</p> <p>19 interview?</p> <p>20 A Correct.</p> <p>21 Q From looking at those, then would it</p> <p>22 be fair to say that you were not involved in</p> <p>23 Mr. Wingate's injection?</p> <p>24 A That would be incorrect.</p>

23 (Pages 86 to 89)

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96 Journals/Cross-Cutting
Discipline

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10:00 AM

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ROANOKE, VA 24007

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BY: NANCY F. REYNOLDS, ESQ.

Counsel on behalf of Defendants: Drs.

Mathis, M.D., Robert O'Brien, M.D., and

Image Guided Pain Management, P.C.

BONNER-KIERNAN

Washington, D.C.

BY: CLINTON R. SHAW, ESQ.

Counsel on behalf of Defendant insight
Health Corp.

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WITNESS EXAMINATION BY
SHARON BOROS Mr. Sexton

EXHIBITS

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Genury, Locke, Rakes & McKenna, LLC
Counsel for Dr. Michael S. Kingma.

MR. SEXTON: This is Nancy Reynolds for Image
Guided Pain Management and Dr. Robert O'Brien and
Dr. Mathis.

MR. SHAW: This is Clint Shaw for Insight
Health Corp.

MR. SEXTON: This is Nancy Reynolds. On
behalf of Image Guided Pain Management, Doctors
Mathis and O'Brien, I want to put on the Record that
we are not participating in this Deposition. We will
not ask any questions and because of the state of
questions in this case, we reserve the right to come
back on a later date and re-depose Mrs. Boros.

MR. SHAW: This is Clint Shaw and I represent
Insight Health Corp. I incorporate by reference all
prior objections that I have made on behalf of my
client, including his Deposition, particularly the
objection to the questions to Paul Helmrich's
Deposition.

We oppose the motion of re-opening these
Depositions at a later date for discovery reasons.

Page 3

The Deposition of SHARON BOROS, was taken at
the law offices of Genury, Locke, Rakes & McKenna, LLC, Roanoke,
Virginia, on this the 9th day of May, 2013, in the presence of
J. Scott Sexton, Ben Byrd and H. David Gibson, attorneys for
the Plaintiff and Nancy F. Reynolds and Robert O'Brien, attorneys
for the Defendants.

All formalities as to caption, certificate, and
notice of filing were waived. It was agreed that Elizabeth M.
Serini, Notary Public in and for the Commonwealth of Virginia,
at Large, would take said Deposition in writing by means of Computer Aided
Recording the same to writing by means of Computer Aided
Transcription.

Said Deposition was taken subject to the
exceptions to testimony for noncompetency, incompetency,
inadmissibility and all objections, except as to the same in
questions asked, are reserved until the Deposition.

SHARON BOROS

Swearing to the witness and after being sworn, the witness
testifies that she knows the whole truth and nothing but the truth
and she swears and testifies as follows:

Page 3

EXAMINATION

RESTATEMENT:

Q. Now, Mr. Sexton, Mrs. Boros, we

are going to be taking her today and all of this discussion
that you just heard relates to some legal objections that
people have procedurally as to whether your Deposition will
continue today or whether it will just be suspended.

The only reason for that is because we haven't
located any documents from Insight Health Corp., so there
might be documents in those files when we get them that would
make it so matter that we need to ask you something else.

A. Okay.

Q. I'm going to try my best to ask you everything
that I need to ask you today, but that's why at the end
of the day we will just simply suspend the Deposition. It's
relating directly to personally. It's not that we want to harass
you or anything, it's just immediately and we won't do it
today. It's in the interest of our client's interest and
certainly we want to get it done.

Q. And then we begin to go on whether that

is the only reason for it or not, and the deposition will
end.

Q. Now, Mr. Sexton, I know you have your own list

Page 46

Q Did you say please see the picture up?

A No picture that I picked up.

Q Okay. And then there is this one line, does that tell me that he is there for one shot?

A That means that his prescription or his order was for one injection.

Q And at the point when you were looking at him, we did you have already seen his prescription or are you just asking him?

A I would have received it with the package.

Q Okay. And in this case -- let me show you Exhibit 7 that came in earlier.

A Okay.

Q Is that the order form for Mr. Wingate or the prescription?

A Yes.

Q So, as part of your job in the patient

interview, when you would have seen a copy of that, so you would be looking at that as you are talking to the patient?

A Correct.

Q And then there is another line on here that shows who their referring physician is and that is just whoever did the order, correct?

A Correct.

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Q And then what does the next entry mean, "No CSP?"

A "No CSP." The next entry refers -- it says, "No CSP." and it also lists the dates and types.

Q All right.

A So, if the patient had a surgery in the body part that we were injecting you would record it. If he did not have any, you would record that also. So, I recorded that he had no cervical spine surgery.

Q Okay. And then under "Allergies" it says, "NKDA?"

A That stands for no known drug allergies.

Q And the contrast allergy, there's a question mark.

A I had put a question mark.

Q He didn't know if he was allergic to any contrast dye, right?

A I can't remember exactly why I put that at the time.

Q Okay.

A I would have said that it's not positive.

Q What was the next?

A Well, to the best of my recollection I would assume he said that he couldn't state when he

Page 48

received contrast, so I must not have asked back up to it.

Q All right. What was Mr. Wingate's chief complaint?

A His chief complaint was left side neck, lateral shoulder, lateral hernia and to chest pain.

Q All right. And you don't distinctly remember any conversations you had with him that day?

A No, nothing that I have written down. I would not remember anything else.

Q Okay. All right.

A I'm here by the "one line" where I wrote "return to doc if not released", so I would have told him because he was ordered for one injection that he would need to follow-up with his physician.

Q All right. And then under this Assessment Record there is --

A Assessment Record.

Q The radiologist would be the one to do that?

A Correct.

Q And you would confirm that he had someone to drive him?

A Correct.

Q And then what does "Pain meds PRN" mean?

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A I would inquire about any medication he was taking at the time and he would have told me the medications. If he did not know the exact name of his medication I would just write what the medication was for. So he is taking pain meds and PRN means as needed.

Q Okay. And then you have a certain series of questions about medical history that you would ask each patient, correct?

A Correct.

Q And would you personally take his blood pressure?

A Correct.

Q And you did that that day and recorded his actual blood pressure?

A Yes.

Q All right. What does the "RM" mean?

A Rossmore Memorial.

Q That is where he had had his previous MRI?

A Yes.

Q Okay. And then are these your initials in the right-hand corner where it says "I am going to sign since?"

A I'm not.

Q Okay. Now, this next document -- did I give you that one?

Q And that's where this patient was to receive his ESI, correct?

A Correct.

Q And did -- was the procedure in the prep room different if they were, for example, going to be a lumbar ESI?

A No, it was the same.

Q Same needles, same --

A What do you mean?

Q I mean, would the prep tray look the same?

A No.

Q Okay. Tell me how it would be different?

A There would be different medications on the prep tray. Each procedure requires a different thing.

Q Can you give me some examples?

A For example, there is a drug we use called Marcaine. You would not give Marcaine to a patient receiving cervical epidural. You would give Marcaine to a patient receiving a lumbar epidural. Besides that, it's pretty much the same.

Q Do you know why that is?

A Yes. Well, I believe that I do.

Q What is your understanding?

A Marcaine is a numbing agent anesthetic and you

Page 59

won't want to inject that cervical in case it could numb some nerves.

Q All right. So, in your job in the actual procedure room --

A Okay.

Q -- you described preparing a --

A Sterile tray.

Q -- a sterile tray?

A Uh-huh.

Q What all would be on a sterile tray?

A Okay. On the sterile tray you would have a -- first of all, you would have a sterile white drape. Then all the following items that going to refer to are sterile.

Q Okay.

A So, you would have for this. For cervical you would have a 10cc syringe with a 25 gauge needle attached to it with --

Q 25 gauge?

A Uh-huh. Blue. That would have 100 units of fingers sodium bicarbonate in it. To the right of that on the tray you would have another -- to the right of that on the tray you would have the epidural needle.

Q Okay.

A In the right of that you would have what we

Page 60

know the proper word for the tail.

Q Okay. The syringe would have a tail?

A It's a connector. It would be to connect the epidural needle to the syringe with the contrast in it.

Q All right. And would all of these --

A There's more.

Q Go ahead. Well, can I stop you for a second?

Q Would all of those things that you just described be on the tray already when you opened it or would you --

A No, that's what I made.

Q All right. So, you are making this tray with these items, where did you get the items that you described so far, the syringes, the Lidocaine?

A You mean ultimately? What do you mean by where did I get them?

Q When you are creating this tray where are you retrieving these things from?

A In my room, in the drawer.

Q Okay. All right. And so this tray, before you start this procedure, is covered with a white drape or do you cover it?

A I cover it with a white drape. It starts with the silver tall tray on wheels.

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Q On wheels?

A Yes.

Q Okay. I get it.

A So when I open the epidural tray it's covered in a white sterile cloth. That's the first thing, when you open it you spread that out.

Q Okay.

A And inside would be the tray with your needles and syringes in it.

Q I get it.

A And then you would then transfer, you know, the pharmaceuticals for whatever you were doing into the syringes and then lay them on the tray.

Q All right. So let's go -- you were telling me what was on the tray and I stopped you at the contrast and yet you were describing a connector tail.

A Correct.

Q And that's where we ended.

A And then the right of that would have been the --

Q -- would be the -- you have your syringe of contrast -- different with contrast that is according to --

Q -- Lidocaine --

A Lidocaine. We would have a small syringe that

| | |
|---|---|
| <p>1 A It started out in a vial.</p> <p>2 Q Okay. How big is the vial?</p> <p>3 A The vial is about an inch.</p> <p>4 Q About an inch?</p> <p>5 A Yeah, about that big.</p> <p>6 Q And how wide?</p> <p>7 A Maybe the width of my first finger.</p> <p>8 Q Okay.</p> <p>9 MR. SHAW: Can we say one inch by a half-inch</p> <p>10 or something like that?</p> <p>11 MR. SEXTON: Sure.</p> <p>12 BY MR. SEXTON:</p> <p>13 Q It's about the size of your index finger?</p> <p>14 A Around. It's about that half an inch.</p> <p>15 Q All right. So you would find a vial of this</p> <p>16 in the drawer?</p> <p>17 A Correct.</p> <p>18 Q And what would you do with that vial as part of</p> <p>19 your normal process?</p> <p>20 A I would take it out of the drawer, I would look</p> <p>21 at it. I would put it on the shaker machine and hold it while</p> <p>22 it was shaking up. I would put it on the counter and flip the</p> | <p>23 cap off. I would take an alcohol swab and wipe the top of it.</p> <p>24 Oh, I had to look at it again after I took it all the way out</p> <p>25 to make sure it was all shook up.</p> <p>26 Q Okay. When you got it out of the drawer, was it out of a drawer that was in the cart?</p> <p>27 A No, the cart is free-standing, not attached to</p> <p>28 anything. The drawer is underneath a high-top counter that is</p> <p>29 provided for the storing of our materials that we need for the</p> <p>30 procedures.</p> <p>31 Q Okay. So you take the vial and you put it in</p> <p>32 the shaker. Did you ever look at the vial before it</p> <p>33 went into the shaker?</p> <p>34 A Yes, I have looked at it before.</p> <p>35 Q Okay. And did the vial have to be shaken up before it</p> <p>36 needed to be shaken up?</p> <p>37 A It would depend on whether it had been shaken up</p> <p>38 before. If it had been shaken up before, it would not need to be</p> <p>39 shaken up again.</p> <p>40 Q Okay. How often would you shake it up?</p> <p>41 A The cart is used for many procedures. It is</p> <p>42 used for many procedures. It is used for many procedures.</p> <p>43 Q Okay. How often would you shake it up?</p> <p>44 A Correct. It would depend on the procedure that was being</p> <p>45 done.</p> |
| <p>Page 35</p> <p>1 cap off. I would take an alcohol swab and wipe the top of it.</p> <p>2 Oh, I had to look at it again after I took it all the way out</p> <p>3 to make sure it was all shook up.</p> <p>4 Q Okay. When you got it out of the drawer, was it out of a drawer that was in the cart?</p> <p>5 A No, the cart is free-standing, not attached to</p> <p>6 anything. The drawer is underneath a high-top counter that is</p> <p>7 provided for the storing of our materials that we need for the</p> <p>8 procedures.</p> <p>9 Q Okay. So you take the vial and you put it in</p> <p>10 the shaker. Did you ever look at the vial before it</p> <p>11 went into the shaker?</p> <p>12 A Yes, I have looked at it before.</p> <p>13 Q Okay. And did the vial have to be shaken up before it</p> <p>14 needed to be shaken up?</p> <p>15 A It would depend on whether it had been shaken up</p> <p>16 before. If it had been shaken up before, it would not need to be</p> <p>17 shaken up again.</p> <p>18 Q Okay. How often would you shake it up?</p> <p>19 A The cart is used for many procedures. It is</p> <p>20 used for many procedures. It is used for many procedures.</p> <p>21 Q Okay. How often would you shake it up?</p> <p>22 A Correct. It would depend on the procedure that was being</p> <p>23 done.</p> | <p>Page 36</p> <p>1 outbreak?</p> <p>2 MR. SHAW: Objection to form. You can answer.</p> <p>3 THE WITNESS: I can answer?</p> <p>4 MR. SHAW: Yes.</p> <p>5 THE WITNESS: Would I feel comfortable using</p> <p>6 it, yes?</p> <p>7 MR. SEXTON: From a compounding pharmacy?</p> <p>8 THE WITNESS: It would depend on what kind of</p> <p>9 drug you're talking about and what kind of situation.</p> <p>10 BY MR. SEXTON:</p> <p>11 Q I'm talking about these steroids.</p> <p>12 A From that company, no, I would not receive the</p> <p>13 from that company.</p> <p>14 Q All right. So, the bottles from KSCC, the</p> <p>15 vials, to the best of your recollection, had something at the</p> <p>16 bottom that had to be shaken up and once it was shaken up it</p> <p>17 was white?</p> <p>18 A Yes. It was milky white.</p> <p>19 Q Milky white?</p> <p>20 A Creamy kind of.</p> <p>21 Q And when you got it out of the bottle, it was white?</p> <p>22 A Yes, it was white.</p> <p>23 Q The vial you got out of the bottle, it was white?</p> |

| | |
|--|--|
| <p>Page 65</p> <p>Q And then you would have one hand that is on the mark with --</p> <p>A Yes, it's a sterile glove. You have your syringe already, so you would pick this guy up and then you would put the needle in and you would draw back what you needed.</p> <p>Q Okay.</p> <p>A Then you would put it over there and put some sterile filter back down.</p> <p>Q Okay, against silly, but if you have taken the vial out, that's still something that is keeping the sterile filter in that you have to breach?</p> <p>A This is a rubber stopper.</p> <p>Q Okay. So you inject the syringe into the rubber stopper and draw back the medication?</p> <p>A Correct.</p> | <p>Page 66</p> <p>Q And then you would have one hand that is on the mark with --</p> <p>A Correct.</p> <p>Q All right. So if you had patients that were standing in to get the steroid, would it be as far as the --</p> <p>A The 80.</p> <p>Q Okay, that's an 80-milligram 80 milligram?</p> <p>A Correct.</p> <p>Q And did you know when you had that? Was it New England being made?</p> <p>A I believe they came from the same place.</p> <p>Q So you would stand in a completely separate vial that would be somewhat separate from the 80 milligram vials?</p> <p>A Correct.</p> <p>Q Okay. We have drawn the steroid into the vial -- I mean it to the 80 mark.</p> <p>A Okay.</p> <p>Q And then you would -- I mean you would be in that room?</p> <p>A I have to go and to add anything else into it, you would. And then that would be the last step of getting the tray ready.</p> <p>Q Can you give me an example of what might be added?</p> |
| <p>Page 67</p> <p>Q And was there a certain point where you were supposed to stop drawing in medication?</p> <p>A When you had enough.</p> <p>Q How did you know when you had enough?</p> <p>A Well, I don't remember now. It would be how it felt to what I needed.</p> <p>Q How many CC's?</p> <p>A Yes. I think that there was only one in there though, but I can't be one hundred percent sure how much was in there.</p> <p>Q Okay. Were there times when you would finish drawing and there would be medication left in the vial?</p> <p>A Sure. Maybe a little bit in the bottom.</p> <p>Q There is a nice description in -- well, some of it -- you have talked about 80 milligrams versus 40 milligrams. And you have patients that received 80 sometimes and other patients who got 40 milligrams?</p> <p>A Correct.</p> <p>Q Is this a really fair question?</p> <p>A That's okay.</p> <p>Q It's a fair question, but it's just one of the --</p> <p>A Yes, it's a fair question, but it's just one of the --</p> <p>Q And is it just a vial that has medication</p> | <p>Page 68</p> <p>A Perhaps you would add some. It was a cervical ESI so you would have a total volume of 3, I believe.</p> <p>Q All right. But it was some other place in the spine?</p> <p>A If it was a lumbar you would have added Marcaine and saline.</p> <p>Q And that would allow a numbing agent plus the other just filler, I guess?</p> <p>A Correct. To make up the correct volume needed for the procedure.</p> <p>Q All right. So now that you have done all that is your tray complete?</p> <p>A No. Then I would take the soap, I add it the soap, and I would pour it into the vial and I would have the vial ready to go.</p> <p>Q So, then now my tray is all prepared, then I would lay out -- I would open a packet of sterile gloves for the physician and try to turn on the -- then I would put my hand on.</p> <p>Q That's okay.</p> <p>A Yes, that's what I would do. That's what I would do.</p> <p>Q Okay.</p> <p>A Yes, that's what I would do. That's what I would do.</p> |

2. patient be ready to come in:

Q A Yes, they are. It is a very common

Q. Okay. Now, what time was that?

4. The problem with the 100MHz system is that it needs as little as 1msec to write 1Mbytes of data to the computer, so it is not suitable for an interactive system.

10 Then I could find him - the 30 - late
11 depending on if he was the 1 at the 10 or 1 - I could tell what
12 appropriate amount of time.

12 Some patients need a lot of space when they lie
13 out how to get on the table. Some patients have been lying a
14 lot and they just hop right in, so sometimes, but are not ready for
15 them to hop up, so depending on where he was at, I would
16 explain that you need to stay up until you're 1/2 on the table,
17 put your head on there.

18 pillow ends are 18" x 18" x 18" and are made of
19 pillow ends where they are 18" x 18" x 18" and are made of
20 top of pillows and at the top of the chair, a small round
21 sort of a round end with a hole in it, and the chair
22 chair.

23 Q Okay.

26. A So, the project would be building a new highway.

1 there face-down with their feet on the bed, and I would tell
2 them to tilt their chin back as I ran down the hallway, and
3 back.

5 A (certain) number of cases of the
6 soup, place a sterile cloth on top of them, using the sewing
7 machine as on top of them, get a molting song and then I
8 would call my physician and tell them that we are ready.

Q Okay, and did the type set—

... Is that how that works?

11. A Yes, dies de capital.

12 do you hand off the patient to do you stay in the room?

12. A letter to the editor.

15. 0 0142

17 Because the prepetition had already begun, the

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[illegible]

2 A: People would say, no. They'd be like, "over-

3 and put his gloves on."

Q The patient at this point has his hand above his head. What?

A: Well, you don't make them go to a unit that are ready for the infection.

Q. All right.

10 in the proportion because they are hunched down so that they
11 come in.

17 Q So, in a cervical case there probably wouldn't
18 be that chip-chat?

14 A Well, there wouldn't be as much chil-cha, but
15 he would come in and touch them and say: 'I'm dying, so und a
16 and I'm going to come in and get the procedure started now.'

10. Q Right. And so what do you observe the dress is?

³ The average bio-potential in the midline of the ear.

2) Q Right.

A And doing the procedure

22 Q Okay. Tell me what that procedure looks like

23 I have actually never witnessed one. I haven't even looked on
24 YouTube, although I bet you could.

A. What the procedure looks like from my perspective.

Q Yes.

13 The doctor comes later, he lets me shut the curtain
14 where I've taken the preliminary x-ray and he tells me about
15 the patient. Then he takes the hemostats and he will place
16 them on the patient's skin. Sometimes they will pinch the
17 finger there first and sometimes not.

Then they will put the sterile syringe right

and they will see where they are in on the back on the system.

12. $\{0\}, \{a\}, \{b\}, \{a, b\}$

1 A: And then he would tell me to – over top of the
2 patient is the x-ray machine. It's actually called a C-arm.
3 The machine looks like a C. There is an eye there and it's
4 there to shoot the x-rays. So, he would tell me – let's see
5 the patient's head is here. Should I turn sickle ways so the
6 – right? Then if this is his neck, he would say – rotate out
7 – another. He would tell me to rotate left or right or the
8 or bottom this way so the physician –

12. After rotating the patient:

It is not surprising that the authors of the study found that the more people who are involved in the decision-making process, the more likely they are to make a decision that is in the best interests of the community.

1 What happens once he gets caught?

2 A: There he gets caught — do you know what?

3 B: He got to tell you, he would turn it first. He would turn it

4 something. He would do the necessary and then he would play

5 something said. He would tell you, patients' figures a little

6 sick and ailing, were going to give you the numbers (19.10)

7 How he would give the numbers again and then you would say

8 it around and then he would find the exact spot that he wanted

9 and then he would insert his needle.

10

11 Then he would take a shot and look at it and

12 that would be a continuous pattern until he got exactly where

13 he thought he wanted it as far as position.

14 Then I would rotate the camera to the right or

15 the left so that he could then see how deep he was going. Do

16 you know what I'm saying?

17 Q: Right.

18 A: Because from the top you can't tell.

19 Q: Right.

20 A: So then once again he would be using pathology

21 as he is doing it just to see where he's going.

22 Q: Okay.

23 A: Once he has established that he's in the

24 correct position, you inject a little bit of contrast and he

1 I would look up on the screen to make sure it looked like it was
2 supposed to look.

3 Q Now, what do you see on the screen, if you have
4 ever seen it, when the contrast goes in?

5 A I just see black. I see a black spot.

6 Q Okay. But that tells him where he is?

7 A Uh-huh, it tells the physician where he is.

8 Then he tells the patient: Are you okay? I found the right
9 spot. I'm going to be giving you the medicine. You could
10 have some pressure or pain while we are doing this. Okay, you
11 informed.

12 Then he gives them the steroid. Then when he
13 is done, he puts his things over.

14 Q When he's done he takes his syringe --

15 A Correct, he takes his syringe out, you know,
16 the needle, and he drops it on the sterile tray and he picks
17 up a white cloth, you know, a sterile thing, and he puts it
18 over the top of the site and then holds some pressure on it.

19 Q The doctor himself puts some pressure on it?

20 A Uh-huh.

21 Q All right.

22 A And then when he's done, I can tell you, he'll
23 tell you so he says, and the doctor will leave and I'll be
24 responsible for it.

Q. And you are not usually, from when the doctor comes in to when he leaves the office?

A. Well, it's very variable.

Q. It is very variable on the question, the difficulty of preparing the media, I presume, whether they've had any prep, the doctor's variable.

Q. So says: What is the shortest you would estimate?

A. The shortest would be 15 minutes.

Q. Of course, and the longest reasonably?

A. Maybe a half - well, for the patient total in the room? I think and a patient, you know, almost pass out one time, so that patient was in there about a half-hour.

Q. Why would somebody almost pass out?

A. They're stressed.

Q. I am, in a sense?

A. Yes, yes, I know a lot of patients.

Q. And this is a somewhat like that. They haven't eaten, and they're a bit nervous.

Q. Okay. And this prep that you described, it sounds pretty detailed?

A. Oh, yeah.

Q. And you do things like that before at your

[illegible]

| | |
|---|--|
| <p>Q. Having made it and then over here in that state since the outbreak?</p> <p>A. Yes.</p> <p>Q. Did it take you time, perhaps in week 3 or 4, has it been part of your normal duties?</p> <p>A. Perhaps. Yes, a little.</p> <p>Q. Is your primary responsibility in 2012?</p> <p>A. Yes, for now. Yes, it is.</p> <p>Q. So it is fair to say that you would only go over to pain management since the meningitis outbreak if you needed to cover for somebody else who was out?</p> <p>A. It's hard to say because my moving to CI had nothing to do with the outbreak.</p> <p>Q. I understand that. I'm just using that as a time differential.</p> <p>A. I eventually left but I did go off and a week in pain management. Then I went back to my work in CI.</p> <p>Q. Okay. Well, there's a long period up to now.</p> <p>A. I'm originally in CI.</p> <p>Q. And the reason for in the preceding months up to now you would have actually gone over to pain management, is that because somebody was missing who there was you needed</p> | <p>A. No.</p> <p>Q. Given the fact that you were involved in the those reports in a particular place, was it your understanding that that report was an important document for the health of that jurisdiction?</p> <p>A. It was an important document so I was.</p> <p>Q. And the reason you were told that is, because it was a preservative-free medication, correct?</p> <p>MR. SHAW: Object to the form.</p> <p>THE WITNESS: Because Karen said that it was an important paper to file.</p> <p>BY MR. SIXTON:</p> <p>Q. And I think that I recall you telling me earlier that she told you: We need these because it's preservative-free?</p> <p>A. Correct. Because it was preservative-free, it needed to keep those.</p> <p>Q. Okay. I apologize, now we are down to the hearing part. I have to look through all my notes because I take these notes and then I don't look at them until I go through asking questions and then I go, yeah, I probably should have covered that. It's a quirk, so I apologize for</p> |
| <p>Page 39</p> <p>1 to cover for them?</p> <p>2 A. Right.</p> <p>3 Q. Okay. Did you ever speak to anyone about the technology that was used in the vaccine?</p> <p>4 A. Sorry I can't remember the name of the person.</p> <p>5 Q. Do you have any information to provide that name?</p> <p>6 A. I can't remember the name of the person.</p> <p>7 Q. Look on my phone it says someone's name.</p> <p>8 Q. No, it's not.</p> <p>9 A. I can't remember the name.</p> <p>10 Q. That's the name of the person who was involved in the now in looking at the vaccine?</p> <p>11 A. I can't remember the name.</p> <p>12 Q. Okay. I am going to ask you to go back to the time that you were in the vaccine.</p> <p>13 Q. That's the name of the person who was involved in the vaccine?</p> <p>14 A. I can't remember the name.</p> <p>15 Q. I am going to ask you to go back to the time that you were in the vaccine.</p> <p>16 A. I can't remember the name.</p> <p>17 Q. I am going to ask you to go back to the time that you were in the vaccine.</p> <p>18 A. I can't remember the name.</p> <p>19 Q. I am going to ask you to go back to the time that you were in the vaccine.</p> <p>20 A. I can't remember the name.</p> | <p>Page 40</p> <p>1 the delay.</p> <p>2 MR. SHAW: Take your time, counsel.</p> <p>3 BY MR. SIXTON:</p> <p>4 Q. You are going to feel like we are beating this like a dead horse, but as far as these missing microbiology reports, have you ever spoken to anyone at the Department of Health about that, the Virginia Department of Health?</p> <p>5 A. No.</p> <p>6 Q. Okay. Anyone at the CDC about that. Centers for Disease Control?</p> <p>7 A. No.</p> <p>8 Q. Anyone at the Insight corporate office about that?</p> <p>9 A. Not that I remember, no.</p> <p>10 Q. Okay. You did not go to Douglas Brubaker and other about it?</p> <p>11 A. I don't know.</p> <p>12 Q. And Lauren DeLong?</p> <p>13 A. I don't know.</p> <p>14 Q. Sarah-Jane Miller?</p> <p>15 A. I don't know.</p> <p>16 Q. And I am aware that she said that you did not go to anyone about that?</p> |

10. "radiopharmaceutical compounds"?

11. Q. These and you mean that encompasses all?

12. A. I guess so.

13. Q. Okay. What would be an example of a

14. "radiopharmaceutical compound?"

15. A. I think it would be a radioisotope.

16. Q. Is that what it is, a radioisotope?

17. A. Yes, that's correct. I don't know if you

18. even had attention to deal with a compounding pharmacy?

19. Q. Did not a sample of some, the definition of a

20. compounding pharmacy is, I don't see radiopharmaceuticals.

21. Q. Do you know what I mean? We used radiopharmaceuticals, to

22. prepare my own to use on a hot lab.

23. A. Yes.

24. A. Yes, all we would get from a pharmacy

25. I don't have a label. It is a label a compounding pharmacy or

26. A. Yes.

27. Q. We use these applications on the front

28. the hospital?

29. A. A nuclear pharmacy.

30. Q. Unlikely.

31. A. Yes, we did. We had a generator that we would

32. elute the radioactive material from and then we would mix the

Page 115

1. characterized with the following sentence: "It is not possible
2. the carbon compound called by the last two names."
3. C. Gray said in his paper on the subject
4. "supposed that point."
5. A. "The word is in fact a new word."
6. Q. "Does not your list put it among
7. qualifications?"
8. A. "Yes."
9. Q. "You know, then, it is not a new word?"
10. "About your qualifications, I know that, as they have gone to
11. school."
12. A. "Yes, I do."
13. Q. "Fulling is not a new word, is it?"
14. "No, it is not a new word."
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Q Did you ever obtain a bachelor's degree?

A No, it wasn't necessary or it wasn't required and I dropped it. Then I came out to Pittsburgh Medical School of Imaging. I think that's what it's called, for CT, school of Imaging?

Q School of Imaging?

A Yes.

Q As part of your training in the photon imaging in area were you ever told why it was that New England Compounding Pharmacy needed a list of names when you ordered products?

A So they could know who we gave it to.

Q But correct me if I'm wrong but you already gave -- the names that you sent them were the names of people who had already received medicine that was in the class already?

A Correct.

Q So, did anyone ever say the reason they need names is because --

A I think I assumed why they needed the names.

Q What was your assumption?

A My assumption was that's the way that I had worked before as a nuclear medicine technologist, you would

twelve -- If you weren't making it yourself --

MR. SHAW: Hold on a second. You want to answer this so everybody can hear you. That's the Rourke whistle.

THE WITNESS: It's lunchtime.

MR. SEXTON: Actually, that tells you that lunch is over?

THE WITNESS: Does it? Damn, I missed it. So, there came a time when I was working that we no longer prepared our radiopharmaceuticals in-house -- we received them from outside of the hospital.

MR. SEXTON: Okay.

THE WITNESS: So, they would send you over bulk doses with no names on them because you didn't know who you were going to do until you got them.

MR. SEXTON:

Q Right.

A And they would send over bulk doses -- it's whatever volume was that the patient was taking. And that was with names -- radiopharmaceuticals with names --

Q Okay.

A So what you would do is you'd add the you --



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IN THE CIRCUIT COURT
FOR THE CITY OF ROANOKE

SHARON G. WINGATE, :
Executor of the Estate of :
DOUGLAS GRAY WINGATE, :
Deceased, :
 :
Plaintiff, :
 :
vs. : Case No.: Cl12-2547
 :
INSIGHT HEALTH CORP., :
 :
Defendant/ :
Cross-Claim Defendant, :
 :
vs. :
 :
JOHN M. MATHIS, M.D., ROBERT :
F. O'BRIEN, M.D., and IMAGE :
GUIDED PAIN MANAGEMENT, PC, :
 :
Defendant/ :
Cross-Claim Plaintiff, :
 :

MAY 22, 2013
9:30 A.M.

DEPOSITION OF:

ROBERT F. O'BRIEN, MD

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1 Q Now, there are other people who work at the
2 Franklin Road facility; is that right?

3 A That's right.

4 Q And those people, like Karen DeLong and Sharon
5 Boros, are employees of Insight?

6 A That's correct.

7 Q And they had responsibility for drawing
8 medications that would be used in the ESIs?

9 A Yes.

10 Q And you were I guess relying on those
11 employees of Insight to carry out those functions and do it
12 appropriately?

13 A Yeah. I rely on the entire setup that
14 precedes my involvement; the ordering of the medicines, the,
15 the scheduling of the patient, the checking to see that the
16 order and the, if there's a precert, precertification
17 requirement, all that stuff is in order, and that there's a
18 sterile tray, and that the lights are working in the room,
19 and that the computer's there. So everything that precedes
20 my involvement I depend upon other people.

21 Q And you relied on or did you rely on Insight
22 to purchase the medication and to purchase safe medication?

23 A Yes, absolutely.

24 Q When Sharon Boros came on staff at Insight,